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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JANE DOE 1, an individual, et
al.,

Plaintiffs,

v.

JAIME S. SCHWARTZ, MD, an
individual, et al.,

Defendants.

Case No. 2:25-CV-00898-GW-
SSC

STIPULATED PROTECTIVE
ORDER¹

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to
3 involve production of confidential or private information for which
4 special protection from public disclosure and from use for any purpose
5 other than prosecuting this litigation may be warranted. Accordingly,
6 the parties hereby stipulate to and petition the court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses
9 to discovery and that the protection it affords from public disclosure and
10 use extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles.

12 1.2 Good Cause Statement.

13 This action is likely to involve discovery of certain confidential
14 protected health information (“PHI”) entitled to protection from
15 disclosure under federal and California law, including without limitation
16 the Health Insurance Portability and Accountability Act of 1996
17 (“HIPAA”), as set forth in 45 C.F.R. Parts 160, 162, and 164, and the
18 California Confidentiality of Medical Information Act (“CMIA”) as set
19 forth in California Civil Code sections 56 *et seq.*, as well as sensitive
20 and/or confidential, business or financial information for which special
21 protection from public disclosure and from use for any purpose other
22 than prosecution of this action is warranted. Accordingly, to expedite the
23 flow of information, to facilitate the prompt resolution of disputes over
24 confidentiality of discovery materials, to adequately protect information
25 the parties are entitled to keep confidential, to ensure that the parties
26 are permitted reasonable necessary uses of such material in preparation
27 for and in the conduct of trial, to address their handling at the end of the
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1 litigation, and serve the ends of justice, a protective order for such
2 information is justified in this matter. It is the intent of the parties that
3 information will not be designated as confidential for tactical reasons
4 and that nothing be so designated without a good faith belief that it has
5 been maintained in a confidential, non-public manner, and there is good
6 cause why it should not be part of the public record of this case.

7 1.3 Acknowledgment of Procedure for Filing Under Seal. The
8 parties further acknowledge, as set forth in Section 12.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential
10 information under seal; Local Rule 79-5 sets forth the procedures that
11 must be followed and the standards that will be applied when a party
12 seeks permission from the court to file material under seal.

13 There is a strong presumption that the public has a right of access
14 to judicial proceedings and records in civil cases. In connection with
15 non-dispositive motions, good cause must be shown to support a filing
16 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
17 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
18 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
19 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
20 protective orders require good cause showing), and a specific showing of
21 good cause or compelling reasons with proper evidentiary support and
22 legal justification, must be made with respect to Protected Material that
23 a party seeks to file under seal. The parties' mere designation of
24 Disclosure or Discovery Material as CONFIDENTIAL does not—
25 without the submission of competent evidence by declaration,
26 establishing that the material sought to be filed under seal qualifies as
27 confidential, privileged, or otherwise protectable—constitute good cause.
28

1 Further, if a party requests sealing related to a dispositive motion
2 or trial, then compelling reasons, not only good cause, for the sealing
3 must be shown, and the relief sought shall be narrowly tailored to serve
4 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,
5 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
6 information, document, or thing sought to be filed or introduced under
7 seal in connection with a dispositive motion or trial, the party seeking
8 protection must articulate compelling reasons, supported by specific
9 facts and legal justification, for the requested sealing order. Again,
10 competent evidence supporting the application to file documents under
11 seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise
13 protectable in its entirety will not be filed under seal if the confidential
14 portions can be redacted. If documents can be redacted, then a redacted
15 version for public viewing, omitting only the confidential, privileged, or
16 otherwise protectable portions of the document, shall be filed. Any
17 application that seeks to file documents under seal in their entirety
18 should include an explanation of why redaction is not feasible.
19

20 **2. DEFINITIONS**

21
22 2.1 Action: This pending consolidated action

23 2.2 Challenging Party: a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information
26 (regardless of how it is generated, stored or maintained) or tangible
27 things that qualify for protection under Rule 26(c) of the Federal Rules of
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1 Civil Procedure, and as specified above in the Good Cause Statement.

2 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as
3 well as their support staff).

4 2.5 Designating Party: a Party or Non-Party that designates
5 information or items that it produces in disclosures or in responses to
6 discovery as “CONFIDENTIAL.”

7 2.6 Disclosure or Discovery Material: all items or information,
8 regardless of the medium or manner in which it is generated, stored, or
9 maintained (including, among other things, testimony, transcripts, and
10 tangible things), that are produced or generated in disclosures or
11 responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in
13 a matter pertinent to the litigation who has been retained by a Party or
14 its counsel to serve as an expert witness or as a consultant in this Action.

15 2.8 Final Disposition: the later of (1) dismissal of all claims and
16 defenses in this Action, with or without prejudice; and (2) final judgment
17 herein after the completion and exhaustion of all appeals, rehearings,
18 remands, trials, or reviews of this Action, including the time limits for
19 filing any motions or applications for extension of time pursuant to
20 applicable law.

21 2.9 In-House Counsel: attorneys who are employees of a party to
22 this Action. In-House Counsel does not include Outside Counsel of
23 Record or any other outside counsel.

24 2.10 Non-Party: any natural person, partnership, corporation,
25 association, or other legal entity not named as a Party to this action.

26 2.11 Outside Counsel of Record: attorneys who are not employees
27 of a party to this Action but are retained to represent or advise a party to
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1 this Action and have appeared in this Action on behalf of that party or
2 are affiliated with a law firm which has appeared on behalf of that party,
3 and includes support staff.

4 2.12 Party: any party to this Action, including all of its officers,
5 directors, employees, consultants, retained experts, and Outside Counsel
6 of Record (and their support staffs).

7 2.13 Producing Party: a Party or Non-Party that produces
8 Disclosure or Discovery Material in this Action.

9 2.14 Professional Vendors: persons or entities that provide
10 litigation- support services (e.g., photocopying, videotaping, translating,
11 preparing exhibits or demonstrations, and organizing, storing, or
12 retrieving data in any form or medium) and their employees and
13 subcontractors.

14 2.15 Protected Material: any Disclosure or Discovery Material that
15 is designated as “CONFIDENTIAL.”

16 2.16 Receiving Party: a Party that receives Disclosure or Discovery
17 Material from a Producing Party.
18

19 20 **3. SCOPE**

21 The protections conferred by this Stipulation and Order cover not
22 only Protected Material (as defined above), but also (1) any information
23 copied or extracted from Protected Material; (2) all copies, excerpts,
24 summaries, or compilations of Protected Material; and (3) any
25 testimony, conversations, or presentations by Parties or their Counsel
26 that might reveal Protected Material.
27
28

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

4. TRIAL AND DURATION

The terms of this Stipulated Protective Order apply through Final Disposition of the Action.

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, for such materials, the terms of this Stipulated Protective Order do not extend beyond the commencement of the trial.

Even after Final Disposition of this litigation, the confidentiality obligations imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for

1 Protection. Each Party or Non-Party that designates information or
2 items for protection under this Order must take care to limit any such
3 designation to specific material that qualifies under the appropriate
4 standards. The Designating Party must designate for protection only
5 those parts of material, documents, items, or oral or written
6 communications that qualify so that other portions of the material,
7 documents, items, or communications for which protection is not
8 warranted are not swept unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited.
10 Designations that are shown to be clearly unjustified or that have been
11 made for an improper purpose (e.g., to unnecessarily encumber the case
12 development process or to impose unnecessary expenses and burdens on
13 other parties) may expose the Designating Party to sanctions.

14 If it comes to a Designating Party's attention that information or
15 items that it designated for protection do not qualify for protection, that
16 Designating Party must promptly notify all other Parties that it is
17 withdrawing the inapplicable designation.
18

19 5.2 Manner and Timing of Designations. Except as otherwise
20 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph
21 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
22 or Discovery Material that qualifies for protection under this Stipulated
23 Protective Order must be clearly so designated before the material is
24 disclosed or produced.

25 Designation in conformity with this Stipulated Protective Order
26 requires:

27 (a) for information in documentary form (e.g., paper or electronic
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1 documents, but excluding transcripts of depositions or other pretrial or
2 trial proceedings), that the Producing Party affix at a minimum, the
3 legend “CONFIDENTIAL” to each page that contains protected
4 material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify
6 the protected portion(s) (e.g., by making appropriate markings in the
7 margins). In addition, the Producing Party shall affix the legend
8 “CONFIDENTIAL” within the file name of the document such as an
9 Excel or email file.

10 A Party or Non-Party that makes original documents available for
11 inspection need not designate them for protection until after the
12 inspecting Party has indicated which documents it would like copied
13 and produced. During the inspection and before the designation, all of
14 the material made available for inspection shall be deemed
15 CONFIDENTIAL. After the inspecting Party has identified the
16 documents it wants copied and produced, the Producing Party must
17 determine which documents, or portions thereof, qualify for protection
18 under this Stipulated Protective Order. Then, before producing the
19 specified documents, the Producing Party must affix the
20 “CONFIDENTIAL” legend to each page that contains Protected
21 Material. If only a portion or portions of the material on a page
22 qualifies for protection, the Producing Party also must clearly identify
23 the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

26 (b) for testimony given in depositions that the Designating Party
27 identify the Disclosure or Discovery Material on the record, before the
28 close of the deposition all protected testimony.

1 (c) for information produced in some form other than
2 documentary and for any other tangible items, that the Producing Party
3 affix in a prominent place on the exterior of the container or containers
4 in which the information is stored the “CONFIDENTIAL” legend. If only
5 a portion or portions of the information warrants protection, the
6 Producing Party, to the extent practicable, shall identify the protected
7 portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an
9 inadvertent failure to designate qualified information or items does not,
10 standing alone, waive the Designating Party’s right to secure protection
11 under this Order for such material. Upon timely correction of a
12 designation, the Receiving Party must make reasonable efforts to assure
13 that the material is treated in accordance with the provisions of this
14 Stipulated Protective Order.
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16 17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Any Party or Non-Party may
19 challenge a designation of confidentiality at any time that is consistent
20 with the court’s Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the
22 dispute resolution process under Local Rule 37.1 *et seq.* and with Section
23 2 of Judge Christensen’s Civil Procedures titled “Brief Pre-Discovery
24 Motion Conference.”²

25 6.3 The burden of persuasion in any such challenge proceeding
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27 ² Judge Christensen’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 shall be on the Designating Party. Frivolous challenges, and those
2 made for an improper purpose (e.g., to harass or impose unnecessary
3 expenses and burdens on other parties) may expose the Challenging
4 Party to sanctions. Unless the Designating Party has waived or
5 withdrawn the confidentiality designation, all parties shall continue to
6 afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the court rules on
8 the challenge.
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10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11
12 7.1 Basic Principles. A Receiving Party may use Protected
13 Material that is disclosed or produced by another Party or by a Non-
14 Party in connection with this Action only for prosecuting, defending, or
15 attempting to settle this Action. Such Protected Material may be
16 disclosed only to the categories of persons and under the conditions
17 described in this Order. When the Action reaches a Final Disposition, a
18 Receiving Party must comply with the provisions of section 13 below.

19 Protected Material must be stored and maintained by a Receiving
20 Party at a location and in a secure manner that ensures that access is
21 limited to the persons authorized under this Stipulated Protective
22 Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items.
24 Unless otherwise ordered by the court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or
26 item designated "CONFIDENTIAL" only:

27 (a) to the Receiving Party's Outside Counsel of Record in this
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1 Action, as well as employees, agents or insurers of said Outside Counsel
2 of Record to whom it is reasonably necessary to disclose the information
3 for this Action;

4 (b) to Interim Co-Lead Class Counsel and/or Class Counsel, as
5 well as employees or agents of said counsel to whom it is reasonably
6 necessary to disclose the information for this Action;

7 (c) to the officers, directors, and employees (including House
8 Counsel) of the Receiving Party to whom disclosure is reasonably
9 necessary for this Action;

10 (d) to outside experts, including consultants, of the Receiving
11 Party to whom disclosure is reasonably necessary for this Action,
12 whether or not retained to testify at any hearing or at trial, and who
13 have received a copy of this Stipulated Protective Order signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and agree to
15 notify the Receiving Counsel of any breach or threatened breach of the
16 designated material, so that Receiving Counsel may notify Designating
17 Counsel;

18 (e) to the court and its personnel;

19 (f) to court reporters and their staff;

20 (g) to professional jury or trial consultants, mock jurors, and
21 Professional Vendors to whom disclosure is reasonably necessary for
22 this Action and who have signed the “Acknowledgment and Agreement
23 to Be Bound” (Exhibit A);

24 (h) to the author or recipient of a document containing the
25 information or a custodian or other person who otherwise possessed or
26 knew the information;

27 (i) during their depositions, to witnesses, and attorneys for
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1 witnesses, in the Action to whom disclosure is reasonably necessary,
2 provided: (1) the deposing party requests that the witness sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the
4 witness will not be permitted to keep any confidential information
5 unless they sign the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A), unless otherwise agreed by the Designating Party or
7 ordered by the court. Pages of transcribed deposition testimony or
8 exhibits to depositions that reveal Protected Material may be separately
9 bound by the court reporter and may not be disclosed to anyone except
10 as permitted under this Stipulated Protective Order; and

11 (j) to any mediator or settlement officer, and their supporting
12 personnel, mutually agreed upon by any of the parties engaged in
13 settlement discussions.
14

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION**
17

18 If a Party is served with a subpoena or a court order issued in
19 other litigation that compels disclosure of any information or items
20 designated in this Action as “CONFIDENTIAL,” that Party must:

21 (a) promptly notify in writing the Designating Party. Such
22 notification shall include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the
24 subpoena or order to issue in the other litigation that some or all of the
25 material covered by the subpoena or order is subject to this Protective
26 Order. Such notification shall include a copy of this Stipulated
27 Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to
2 be pursued by the Designating Party whose Protected Material may be
3 affected.

4 If the Designating Party timely seeks a protective order, the
5 Party served with the subpoena or court order shall not produce any
6 information designated in this action as “CONFIDENTIAL” before a
7 determination by the court from which the subpoena or order issued,
8 unless the Party has obtained the Designating Party’s permission. The
9 Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these
11 provisions should be construed as authorizing or encouraging a
12 Receiving Party in this Action to disobey a lawful directive from another
13 court.
14

15
16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 9.1 Application. The terms of this Stipulated Protective Order
19 are applicable to information produced by a Non-Party in this Action and
20 designated as “CONFIDENTIAL.” Such information produced by Non-
21 Parties in connection with this litigation is protected by the remedies
22 and relief provided by this Order. Nothing in these provisions should be
23 construed as prohibiting a Non-Party from seeking additional
24 protections.

25 9.2 Notification. In the event that a Party is required, by a valid
26 discovery request, to produce a Non-Party’s confidential information in
27 its possession, and the Party is subject to an agreement with the Non-
28 Party not to produce the Non-Party’s confidential information, then the

1 Party shall:

2 (a) promptly notify in writing the Requesting Party and the
3 Non-Party that some or all of the information requested is subject to a
4 confidentiality agreement with a Non-Party;

5 (b) make the information requested available for inspection by
6 the Non-Party, if requested.

7 9.3 Conditions of Production. If the Non-Party fails to seek a
8 protective order from this court within 14 days of receiving the notice
9 and accompanying information, the Receiving Party may produce the
10 Non-Party's confidential information responsive to the discovery request.
11 If the Non-Party timely seeks a protective order, the Receiving Party
12 shall not produce any information in its possession or control that is
13 subject to the confidentiality agreement with the Non-Party before a
14 determination by the court. Absent a court order to the contrary, the
15 Non-Party shall bear the burden and expense of seeking protection in
16 this court of its Protected Material.
17

18
19 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
20 **MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it
22 has disclosed Protected Material to any person or in any circumstance
23 not authorized under this Stipulated Protective Order, the Receiving
24 Party must immediately (a) notify in writing the Designating Party of
25 the unauthorized disclosures, (b) use its best efforts to retrieve all
26 unauthorized copies of the Protected Material, (c) inform the person or
27 persons to whom unauthorized disclosures were made of all the terms of
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1 this Order, and (d) request such person or persons to execute the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
4 **OTHERWISE PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that
6 certain inadvertently produced material is subject to a claim of privilege
7 or other protection, the obligations of the Receiving Parties are those set
8 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This
9 provision is not intended to modify whatever procedure may be
10 established in an e-discovery order that provides for production without
11 prior privilege review.
12

13 Pursuant to Fed. R. Evid. 502(d), the production of a privileged or
14 work-product-protected document, testimony, information, or
15 electronically stored information (ESI), whether inadvertent or
16 otherwise, shall not waive such privilege or protection from discovery in
17 this case or in any other federal, state, regulatory, international or other
18 proceeding. For example, the mere production of privileged or work-
19 product-protected documents or information in this case as part of a
20 mass production is not itself a waiver in this case or in any other federal
21 or state or regulatory or international or other proceeding. This order
22 shall be interpreted to provide the maximum protection allowed by
23 Federal Rule of Evidence 502. Any purportedly privileged documents,
24 information, or ESI identified after production shall be returned,
25 destroyed, and/or redacted, and shall not be used in the litigation for
26 any purpose, including, but not limited to, law and motion proceedings,
27 depositions, for evaluation by experts or other consultants, or trial.
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1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Stipulated
3 Protective Order abridges the right of any person to seek its
4 modification by the court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry
6 of this Stipulated Protective Order no Party waives any right it
7 otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated
9 Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this
11 Stipulated Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under
13 seal any Protected Material must comply with Local Rule 79-5.
14 Protected Material may only be filed under seal pursuant to a court
15 order authorizing the sealing of the specific Protected Material at issue.
16 If a Party's request to file Protected Material under seal is denied by the
17 court, then the Receiving Party may file the information in the public
18 record unless otherwise instructed by the court.
19

20
21 **13. FINAL DISPOSITION**

22 After the Final Disposition of this Action, as defined in paragraph
23 4, within 60 days of a written request by the Designating Party, each
24 Receiving Party must either: (a) return all Protected Material to the
25 Producing Party; or (b) destroy such material, except that counsel for
26 each Party may maintain in its files, in continuing compliance with the
27 terms of this Stipulation and Protective Order, all work product, and
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1 one copy of each pleading filed with the Court and one copy of each
2 deposition together with the exhibits marked at the deposition. As used
3 in this subdivision, “all Protected Material” includes all copies,
4 abstracts, compilations, summaries, and any other format reproducing
5 or capturing any of the Protected Material. Whether the Protected
6 Material is returned or destroyed, the Receiving Party must submit a
7 written certification to the Producing Party (and, if not the same person
8 or entity, to the Designating Party) by the 60 day deadline that (1)
9 identifies (by category, where appropriate) all the Protected Material
10 that was returned or destroyed and (2) affirms that the Receiving Party
11 has not retained any copies, abstracts, compilations, summaries or any
12 other format reproducing or capturing any of the Protected Material.
13 Notwithstanding this provision, Counsel is entitled to retain an archival
14 copy of all pleadings, motion papers, trial, deposition, and hearing
15 transcripts, legal memoranda, correspondence, deposition and trial
16 exhibits, expert reports, attorney work product, and consultant and
17 expert work product, even if such materials contain Protected Material.
18 Any such archival copies that contain or constitute Protected Material
19 remain subject to this Protective Order as set forth in Section 4. Any
20 party may seek alternative relief as necessary during the 60-day period
21 from the Court, as necessary.
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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished
3 by any and all appropriate measures including, without limitation,
4 contempt proceedings and/or monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6 DATED: July 23, 2025

/s/ Shehnaz M. Bhujwala

7 Shehnaz M. Bhujwala, Boucher LLP
8 Attorney(s) for Plaintiffs Jane Does
9 1-16 and Interim Co-Lead Class
Counsel

10 DATED: July 23, 2025

/s/ Raina Borelli

11 Raina C. Borelli, Strauss Borrelli
12 PLLC
13 Attorney(s) for Plaintiffs Jane Does
14 and Interim Co-Lead Class Counsel

15 DATED: July 24, 2025

/s/ Alreen Haeggquist

16 Alreen Haeggquist,
17 Haeggquist & Eck, LLP
Attorney(s) for Plaintiffs Tuulik et al.

18 DATED: July 24, 2025

/s/ Damion Robinson

19 Damion Robinson, Robinson
20 Markevitch & Parker LLP
21 Attorneys for Plaintiffs Janes Does 1-
16

22 DATED: July 23, 2025

/s/ Michael K. Grimaldi

23 Michael K. Grimaldi, Lewis Brisbois
24 Attorney(s) for Defendants Jaime S.
25 Schwartz, MD; Jaime S. Schwartz,
26 MD PC; Karen Herbst, MD; Karen
27 Herbst, MD PC; Total Lipedema
28 Care

1 I attest pursuant to Local Rule 5-4.3.4(a)(2)(i) that all signatories
2 listed, and on whose behalf this filing is submitted, concur in the filing's
3 content and have authorized the filing.
4

5 Dated: July 23, 2025

_____/s/ Shehnaz M. Bhujwala_____
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____

STEPHANIE S. CHRISTENSEN
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of

_____ **[print or type full address]**, declare under
penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on **[date]** in the
case of _____
**[insert formal name of the case and the number and initials
assigned to it by the court]**. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States
District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I
hereby appoint _____ **[print or type full name]**
of _____ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

4
5 Date: _____

6 City and State where sworn and
7 signed: _____

8 Printed name: _____

9 Signature: _____
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